

APPENDIX A

Form A1 – Annual Certification

Form A2 – Fannie Mae Form Letter

Form A3 – Certification of Name Change

**Form A4 – Acknowledgement and Assumption of Obligations by
Successor**

FORM A1 – Annual Certification

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER ANNUAL CERTIFICATION

We, _____, ("SERVICER") originate/service loans for the Maryland Department of Housing and Community Development's Community Development Administration (CDA) and hereby certify to the following:

1. DEPOSITORY ACCOUNTS

A. Principal and Interest Payments - All moneys collected that represent principal and interest payments on CDA mortgages serviced are deposited in a federally-insured custodial account titled "(Name of Servicer), as Trustee, agent or bailee for the Community Development Administration". These accounts are located in the depositories as shown below, and the average balances are as of the date of this Certification. These moneys are not commingled with any other moneys of or held by SERVICER.

DEPOSITORY NAME, ADDRESS	ACCOUNT NO.	BALANCE	TBW/IDC RATING/ EFFECTIVE DATE

B. Escrows - All such accounts include escrow for taxes, hazard insurance, PMI or MHF insurance and, where applicable, ground rent and flood insurance. All moneys collected are deposited to a federally-insured custodial account titled "(Name of Servicer) as Trustee, agent or bailee for the Community Development Administration and Various Mortgagors". These accounts are located in the depositories as shown below and the average balances shown are as of the date of this Certification. These moneys are not commingled with any other moneys of or held by SERVICER. (Attach additional sheets, if necessary.) All escrow accounts have been analyzed within the last twelve months and any deficiencies are being corrected.

(Form A1 - continued)

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER ANNUAL CERTIFICATION

DEPOSITORY NAME, ADDRESS	ACCOUNT NO.	BALANCE	TBW/IDC RATING EFFECTIVE DATE

2. INSURANCE AND TAXES

A. Hazard Insurance

(i) Insurance policies (fire and extended coverage or such other coverage specifically required by the mortgage insurer or guarantor or CDA, including flood insurance (where applicable) are in full force and effect.

(ii) Such policies are written by insurance companies that are qualified to do business in Maryland, acceptable for Mortgages sold to or serviced for FNMA and contain a mortgagee clause in favor of MD Community Development Administration and (lender), and/or their successors and assigns, as their interests may appear.

(iii) On MMP loans secured by single family dwellings, such insurance amount is equal to the lesser of the loan amount or 100% of the replacement value of the improvements located on the property. This is an amount sufficient to ensure that CDA could not become a co-insurer under the terms and conditions of the applicable policy.

(iv) Such policies must meet all the requirements of the mortgage insurer or guarantor.

(Form A1 - continued)

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER ANNUAL CERTIFICATION

B. Mortgage Insurance and Guarantees

(i) For all loans required to be insured or guaranteed by FHA, VA, or USDA/RD(RHS), all mortgage insurance and guarantees are in full force in and effect and all premiums have been paid. (All MMP loans originated after August 1, 1997 have been required to be insured or guaranteed by FHA, VA, or USDA/RD(RHS). Mortgage Agents will be notified by CDA of any changes in this requirement.)

(ii) For all loans made before August 1, 1997 and insured or guaranteed by FHA or VA, all mortgage insurance and guarantees are in full force in and effect and all premiums have been paid.

(iii) For all loans made before August 1, 1997 and originally insured by the Maryland Housing Fund, all mortgage insurance is in full force in and effect and all premiums have been paid, unless CDA has authorized the cancellation of mortgage insurance in writing.

(iv) For all other loans made before August 1, 1997, either (a) a loan shall have been exempt from the requirement for mortgage insurance because of a loan-to-value ratio of 75% or higher; or (b) a loan shall carry private mortgage insurance acceptable to CDA.

C. Fidelity Bond Coverage

The following fidelity coverage is maintained and is in full force and effect:

Amount: \$ _____
Insurer: _____
Policy No.: _____
Expiration or
Renewal Date: _____

(Form A1 - continued)

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER ANNUAL CERTIFICATION

D. Errors and Omissions Coverage

The following errors and omission coverage is maintained and is in full force and effect:

Amount \$ _____
Insurer: _____
Policy No.: _____
Expiration or _____
Renewal Date: _____

Any questions pertaining to this type of insurance should be directed to Jerri Barbour (410)-514-7317 or Barbour@dhcd.state.md.us.

E. Real Estate Taxes

All real estate taxes and lienable assessments have been paid.

3. QUALITY CONTROL

We have a Quality Control System that fully complies with all applicable mortgage insurers/guarantors and FNMA requirements.

4. INSPECTIONS

All properties which secure mortgages are being inspected when a mortgage becomes 70 days delinquent unless the mortgage insurers/guarantors require the inspection earlier. There are no adverse factors requiring your attention.

5. OWNER OCCUPANCY

We understand that all properties under the Maryland Mortgage Program must be owner occupied, except as approved by CDA, and therefore we have researched all address changes to determine there are no violations. We have notified CDA if we became aware that the borrower failed to move into the property within 60 days of closing or if the borrowers gave notice that they no longer occupy or intend to occupy the property.

(Form A1 - continued)

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER ANNUAL CERTIFICATION

6. We conform to the Single Audit Program as suggested by the Mortgage Bankers Association of America.

Yes (☐)

No (☐)

IF ANSWER TO QUESTION 6 IS YES, PLEASE ATTACH A COPY TO THIS CERTIFICATION.

7. We certify that, as of the date of this Certification, we are a FNMA-approved Servicer in good standing, that we meet the FNMA net worth and financial condition requirements, that we quarterly verify that depositories for custodial accounts meet FNMA's rating requirements and that we are in compliance with the terms of the FNMA Mortgage Selling and Servicing Contract, any separate FNMA agreement and the provisions of the FNMA Servicing Guide.

CERTIFICATION

I hereby certify that the above information is correct and accurate to the best of my knowledge and belief and that it may be relied upon by the Maryland Department of Housing and Community Development Community Development Administration determining compliance by the above-named Servicer with the regulations and requirements regarding these items under the Maryland Mortgage Program and the Mortgage Agency Agreement.

Date

Signature of Officer

Type or Printed Name of Officer

Title of Officer

CONTRACT SERVICER PARTICIPANT UPDATE RECORD
(to be returned with Annual Certification)

Check One or Both: _____ Originator; _____ Servicer

Address: _____

Telephone: _____

_____ / _____

Custodial Depository: _____

Annual Certification for year ending _____ is attached.

(continued)

COMMUNITY DEVELOPMENT ADMINISTRATION (CDA)

CONTRACT SERVICER PARTICIPANT UPDATE RECORD
(to be returned with Annual Certification)

Audited Financial Statements (which include an Auditor's Certification of compliance with MBA Single Audit Program, if applicable) for the last fiscal year (_____):

- a. _____ are attached
- b. _____ were sent on _____ to _____.
- c. _____ will be available and forwarded to CDA by _____.

Signature of Officer
responsible for these reports.

Typed or Printed Name of Officer

Title of Officer

FORM A2 – Fannie Mae Form Letter

(FNMA Regional Office letterhead)

Ms. Jerri L. Barbour
Compliance Section
Maryland Dept. of Housing and Community Development
Division of Credit Assurance
100 Community Place
Crownsville, MD 21032

Re: (Servicer name)

Dear Ms. Barbour

The above named Servicer remains as a Servicer in good standing as of (end of Servicer's fiscal year). The (Servicer name) has complied with FNMA's requirements with respect to financial condition and net worth, fidelity bond and errors and commissions coverages and use of property rated depositories for custodial accounts.

Please contact this office if you should have any questions regarding the current status of the servicer named above.

Sincerely,

Lender Administration Office

DHCD FORM A3

**CERTIFICATION OF NAME CHANGE
AND ACKNOWLEDGMENT OF OBLIGATIONS**

WHEREAS, _____ (the "Lender") entered into a Mortgage Purchase Agreement effective as of the date the Administration executed it (the "Purchase Agreement") [and a related Mortgage Agency Agreement dated as of _____, 20__ (the "Agency Agreement"), both] with the Community Development Administration, an agency of the Department of Housing and Community Development of the State of Maryland (the "Administration") relating [respectively] to the origination of mortgage loans for purchase by the Administration [and to the servicing of such loans]; and

WHEREAS, the Division of Credit Assurance of the Department of Housing and Community Development of the State of Maryland agreed to insure the Lender through the Maryland Housing Fund for losses sustained by reason of default in payment by mortgagors in consideration of premiums to be paid by the Lender pursuant to a Master Policy (the "Master Policy") issued on _____, 20__; and

WHEREAS, effective the ___ day of _____, 20__ (the "Name Change Date"), the name of the Lender [was] [will be] changed to _____ (the "Renamed Lender"); and

WHEREAS, the Renamed Lender wishes to acknowledge its obligations under the Purchase Agreement and Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy; and

WHEREAS, the Administration and the Division of Credit Assurance wish to confirm the status of the Renamed Lender;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Renamed Lender certifies, acknowledges, confirms, and agrees, and makes representations and warranties as follows:

1. The Renamed Lender is a "mortgage lender" as defined in Article 83B Section 2-203(t) of the Annotated Code of Maryland, as amended.

2. The Renamed Lender is duly organized, validly existing, and possesses all requisite power and authority and all governmental certificates of authority, licenses, permits, and qualifications: (i) to do business in the State of Maryland, making, [servicing] and selling mortgage loans; and (ii) to enter into, execute, deliver, and carry out all of the transactions contemplated by the Purchase Agreement [and Agency Agreement] and the Master Policy.

3. The Renamed Lender is a [Federal National Mortgage Association] [Federal Home Loan Mortgage Corporation] approved originator [and servicer] of mortgage loans.

[FNMA #: _____]

[FHLMC #: _____]

4. The Renamed Lender is licensed as a Mortgage Lender under the Maryland Mortgage Lender Law, or is exempt from licensing under §11-501 et seq of the Financial Institutions Article, Annotated Code of Maryland, as amended.

5. The Renamed Lender maintains at least one loan origination office in the State of Maryland located at _____.

6. The Renamed Lender is providing to the Administration an opinion of counsel in the form attached hereto as Exhibit 1.

7. The name change [will not result] [did not result] in a change of [ownership] [assets] [officers] [directors] and [employees].

8. Effective upon the Name Change Date the Renamed Lender is obligated to fulfill all of the obligations of the Lender under the Purchase Agreement and all Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy.

9. Effective upon the Name Change Date the Renamed Lender covenants and agrees to be bound and obligated by all of the covenants and agreements by Lender contained in the Purchase Agreement [and in the Agency Agreement] and in the Master Policy.

10. The Renamed Lender will maintain an office in the State of Maryland for so long as the Renamed Lender originates or makes residential mortgage loans for sale to the Administration. The current address of such Maryland office of the Renamed Lender is _____.

11. The Renamed Lender will maintain facilities for servicing mortgage loans within the mid-atlantic region for so long as the Renamed Lender services Administration mortgage loans. Mid-atlantic region means the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia, and the District of Columbia. The current address of such mid-atlantic regional office of the Renamed Lender is _____.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Renamed Lender has duly executed this Certification and Acknowledgement as of the ___ day of ____, 20__.

RENAMED LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

By: _____

Name and Title

[In the event the Lender is still in existence at the time of execution of this instrument, the Lender shall join in acknowledging the change of name and assumption of obligations by the Renamed Lender.]

LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

By: _____ (SEAL)

Name and Title

In reliance upon this Certification and Acknowledgement of Obligations with its attached Exhibit, the Administration recognizes (the Renamed Lender) as the contracting party for purposes of the Purchase Agreement [and Agency Agreement] by and between (the Lender) and the Administration.

By: _____
(Date)

Name and Title
Homeownership Programs

By: _____
(Date)

Name and Title
Housing Management

In reliance upon this Certification and Acknowledgement of Obligations with its attached Exhibit, the Division of Credit Assurance recognizes (the Renamed Lender) as the Insured for purposes of the Master Policy.

By: _____
(Date)

Name and Title
Division of Credit Assurance

FORM A4

ACKNOWLEDGMENT AND ASSUMPTION OF OBLIGATIONS BY SUCCESSOR

WHEREAS, _____ (the "Lender") entered into a Mortgage Purchase Agreement effective as of the date the Administration executed it (the "Purchase Agreement") [and a related Mortgage Agency Agreement dated as of _____, 20__ (the "Agency Agreement"), both] with the Community Development Administration, an agency of the Department of Housing and Community Development of the State of Maryland (the "Administration") relating [respectively] to the origination of mortgage loans for purchase by the Administration [and to the servicing of such loans];

WHEREAS, the Division of Credit Assurance of the Department of Housing and Community Development of the State of Maryland agreed to insure the Lender through the Maryland Housing Fund for losses sustained by reason of default in payment by mortgagors in consideration of premiums to be paid by the Lender pursuant to a Master Policy (the "Master Policy") issued on _____, 20__; and

WHEREAS, on the ____ day of _____, 20__ (the "Date of Acquisition"), all [shares of] [ownership interests in] [assets of] the Lender [were acquired] [will be acquired] by _____, and _____ thereby [became] [will become] the successor to the Lender; and

WHEREAS, _____ (the "Successor") wishes to acknowledge its obligations under the Purchase Agreement [under the Agency Agreement] and under the Master Policy as successor to the Lender.

NOW THEREFORE, in consideration of the foregoing premises and the approval by the Administration and the Division of Credit Assurance of _____ as Successor to the Lender for purposes of the above agreement[s] with the Administration and the Division of Credit Assurance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor acknowledges, covenants, and agrees, and makes representations and warranties as follows:

1. The Successor is a "mortgage lender" as defined in Article 83B Section 2-203(t) of the Annotated Code of Maryland, as amended.

2. The Successor is duly organized, validly existing, and possesses all requisite power and authority and all governmental certificates of authority, licenses, permits, and qualifications: (i) to do business in the State of Maryland, making, selling [and servicing] mortgage loans; and (ii) to enter into, execute, deliver, and carry out all of the transactions contemplated by the Purchase Agreement [and Agency Agreement] and Master Policy.

3. The Successor is a [Federal National Mortgage Association] [Federal Home Loan Mortgage Corporation] approved originator [and servicer] of mortgage loans.

[FNMA #: _____]
[FHLMC #: _____]

4. The Successor is providing to the Administration an opinion of counsel in the form attached hereto as Exhibit 1.

5. The Successor is providing to the Administration the attached Exhibit 2 (Financial and Other Information). The information contained therein is true and correct as of the dates stated.

6. The Successor acknowledges and affirms to the Administration and the Division of Credit Assurance that effective upon the Date of Acquisition of the Lender by the Successor, the Successor assumes all of the obligations of the Lender under the Purchase Agreement and all Lender Documents thereunder [and under the Agency Agreement] and under the Master Policy.

7. Effective upon the Date of Acquisition the Successor covenants and agrees to be bound and obligated by all of the covenants and agreements by Lender contained in the Purchase Agreement [and in the Agency Agreement] and in the Master Policy.

8. The Successor will maintain an office in the State of Maryland for so long as the Successor originates or makes residential mortgage loans for sale to the Administration. The current address of such a Maryland office of the Successor is _____.

9. The Successor will maintain facilities for servicing mortgage loans within the mid-atlantic region for so long as the Successor services Administration mortgage loans. Mid-atlantic region means the states of Delaware, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia, and the District of Columbia. The current address of such mid-atlantic regional office of the Successor is _____.

IN WITNESS WHEREOF, the Successor has duly executed this Acknowledgement and Assumption as of the _ day of ____, 20__.

SUCCESSOR

[ATTEST][WITNESS]:

[NAME OF ENTITY]

By: _____

Name and Title

[In the event the Lender is still in existence at the time of execution of this instrument, the Lender shall join in acknowledging the acquisition and assumption of obligations by the Successor.]

LENDER

[ATTEST][WITNESS]:

[NAME OF ENTITY]

By: _____ (SEAL)

Name and Title

In reliance upon this Acknowledgement and Assumption of Obligations with its attached Exhibits, the Administration approves _____ as the Successor to _____ for purposes of the Purchase Agreement [and Agency Agreement] by and between _____ and the Administration.

By: _____
(Date)

Name and Title
Homeownership Programs

By: _____
(Date)

Name and Title
Housing Management

In reliance upon this Acknowledgement and Assumption of Obligations with its attached Exhibits, the Division of Credit Assurance approves _____ as the Successor to _____ as the Insured for purposes of the Master Policy.

By _____
(Date)

Name and Title
Division of Credit Assurance

Appendix B

Form MMP01 – Summary of Remittance
Form MMP02 – Monthly Cash Reconciliation
Form MMP03 – Principal Reconciliation
Form MMP04 – Prepaid Installments, Curtailments, Additions
Form MMP05 – Delinquencies & Payments Due but Not Remitted
Form MMP06 - Reductions & Level Payments Billed, not Processed
Form MMP07 – Collection Report
Form MMP08 – Trial Balance
Form MMP 9 – Loan Paid In Full Statement
Form MMP10 – Soldiers & Sailors Notification
Form MMP11 – Single Family Servicer Exceptions Record Layout
Form B12 – Standard Reports for DHCD Finance

ALLFIRST BANK**REVISED 10-2002**

Trustee for Maryland Community Development Administration

Servicer: «Company»

Summary of Remittance

SEI-Multiple Cash Receipts (Multiple Account)

FUNCTION			CASH	RECEIPT CODE:	This remittance is for payments collected for the <i>month ending</i>	For Allfirst Bank Use Only)
CASH: CASH			PRINCIPAL CASH	150		
			OTHER RECEIPT		Date Remitted	Signature
						Prepared By: Phone: Date:

Account	Cash	Explanation
SFP06504		A «N» 065 1982-1
SFP06604		A «N» 066 1983-1
SFP06704		A «N» 067 1983-2
SFP06804		A «N» 068 1984-1
SFP06904		A «N» 069 1984-2
SFP07004		A «N» 070 1985-1
SFP07104		A «N» 071 1985-2
SFP04004		A «N» 040 1987-5
SFP04004		A «N» B02 1987-5 040
SFP04104		A «N» 041 1987-6
SFP04204		A «N» 042 1987-7
SFP04404		A «N» 044 1987-9
SFP04504		A «N» 045 1988-1
SFP04804		A «N» 048 1988-2
SFP04904		A «N» 049 1988-3
SFP05004		A «N» 050 1988-4
SFP04604		A «N» 046 1988 March
SFP04604		A «N» C02 1988-0 046 March
SFP04604		A «N» C03 1988-0 046 March
SFP04704		A «N» 047 1988 June
SFP05604		A «N» 056 1989-5
SFP05704		A «N» 057 1989-6
SFP05704		A «N» D05 1989-6 057
SFP05704		A «N» D06 1989-6 057
SFP06080		A «N» 060 SPIF

Account	Cash	Explanation
SFP02004		A «N» 020 1990-3
SFP02004		A «N» E01 1990-3 020
SFP02004		A «N» E02 1990-3 020
SFP02004		A «N» E03 1990-3 020
SFP02004		A «N» E04 1990-3 020
SFP02004		A «N» E05 1990-3 020
SFP02004		A «N» E07 1990-3 020
SFP02104		A «N» 021 1990-4
SFP02204		A «N» 022 1990-5
SFP02504		A «N» 025 1991-3
SFP02604		A «N» 026 1991-4
SFP02904		A «N» 029 1992-1
SFP03004		A «N» 030 1992-2
SFP03304		A «N» 033 1992-3
SFP03404		A «N» 034 1992-4
SFP03404		A «N» F04 1992-4 034
SFP03404		A «N» F07 1992-4 034
SFP03504		A «N» 035 1992-7
SFP03604		A «N» 036 1992-8
SFP03604		A «N» F05 1992-8-036
SFP03604		A «N» F06 1992-8-036
SFP03904		A «N» 039 1993-3
SFP00204		A «N» 002 1994-1
SFP00304		A «N» 003 1994-4
SFP00404		A «N» 004 1994-5

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SFP00504		A «N» 005 1994-6
SFP00604		A «N» 006 1994-7
SFP01004		A «N» 010 1994-9
SFP00704		A «N» 007 1995-1
SFP00804		A «N» 008 1995-2
SFP00904		A «N» 009 1995-3
SFP01104		A «N» 011 1995-4
SFP01204		A «N» 012 1995-5
SFP01304		A «N» 013 1996-3
SFP01404		A «N» 014 1996-4
SFP01504		A «N» 015 1996-5
SFP01604		A «N» 016 1996-6
SFP01704		A «N» 017 1997-1
SFP01704		A «N» A03 1997-1 017
SFP01704		A «N» A04 1997-1 017
SFP01804		A «N» 018 1999-1
SFP07604		A «N» 076 1999-2
SFP07704		A «N» 077 1999-3
SFP07804		A «N» 078 2000 First
SFP08604		A «N» 086 2001 First
SFP08704		A «N» 087 2001 Second
SFP08804		A «N» 088 2002 First Series
SFP08904		A «N» 089 2002 Second Series
GBR00099		A «N» 099 GBR
RRB10180		A «N» 101 COLLATERAL RES
RRB10204		A «N» 102 1997A
RRB10304		A «N» 103 1997B
RRB10304		A «N» 800 P-1997 Series B (103/018)
RRB10404		A «N» 104 1998A
RRB10504		A «N» 105 1998B
RRB10504		A «N» 801 P-1998 Series B (105/018)
RRB10604		A «N» 106 1998D
RRB10604		A «N» 802 P-1998 Series D (106/018)
RRB10604		A «N» 803 P-1998 Series D (106/018)

Summary of Remittance

RRB10704		A «N» 107 1999C
RRB10804		A «N» 108 1999D
RRB10904		A «N» 109 1999E
RRB11004		A «N» 110 1999F
RRB11104		A «N» 111 1999H
RRB11204		A «N» 112 2000 Series A
RRB11304		A «N» 113 2000 Series B
RRB11404		A «N» 114 2000 Series C
RRB11504		A «N» 115 2000 Series D
RRB11604		A «N» 116 2000 Series F
RRB11704		A «N» 117 2000 Series G
RRB11704		A «N» 804 P-2000 Series G (117/018)
RRB11704		A «N» 805 P-2000 Series G (117/018)
RRB11804		A «N» 118 2000 Series H
RRB11904		A «N» 119 2001 A
RRB12004		A «N» 120 2001 B
RRB12004		A «N» 806 P-2001 Series B (120/018)
RRB12104		A «N» 121 2001 E
RRB12204		A «N» 122 2001 F
RRB12204		A «N» 807 P-2001 Series F (122/018)
RRB12204		A «N» 808 P-2001 Series F (122/018)
RRB12204		A «N» 809 P-2001 Series F (122/109)
RRB12404		A «N» 810 P-2001 Series H (124/119)
RRB12304		A «N» 123 2001 Series G
RRB12404		A «N» 124 2001 Series H
RRB12504		A «N» 125 2002 Series A
RRB11504		A «N» 811 P-2000 Series D (115/113)
RRB12004		A «N» 812 P-2001 Series B (120/117)
Total Cash:		

This space is provided for a copy of proof tape.

Allfirst Bank

Servicer: «Company»

Contact: _____

Address: _____

Servicer is required to:

Send in signed and dated proper forms along with a tape

Mail check and this form to:

M & T Bank

25 S. Charles Street

Mail Code 101-591

Baltimore, MD 21201

Or wire funds with wire directive (series application) to:

M & T Bank

ABA #022-0000-46

Account # 01950200

F/F/C Trust Division/CC880

A signed copy of this form, a copy of the check,

Wire transmittal and tape are to be mailed to:

Maryland Department of Housing
and Community Development

CDA Finance Room 4.454

100 Community Place

Crownsville, MD 21032

Maryland Community Development Administration
MONTHLY CASH RECONCILIATION

SERVICER # _____

SERVICER _____ SERIES _____

ADDRESS _____ MONTH Ending _____

1. Amount Due (BOTTOM LINE Level Payment Billing Statement) \$ _____
2. Additions To Amount on Line #1 (Complete Form SF04 or SF06 [BOTTOM] for Documentation and Attach)
 - A. Prepaid Installments Received +\$ _____
 - A. Curtailments Received
 - C. Miscellaneous Additions (Increase to Final Payment) +\$ _____
 - D. Loan(s) Paid-in-Full Received (Principal and Interest ONLY) +\$ _____
3. Reductions From Amount Due on Line #1 (Complete Forms SF05 or SF06) for Documentation and Attach)
 - A. Delinquencies - on Loans Reported by Servicer \$ _____
 - B. Delinquencies - on Loans Purchased, But Not Set-Up on Servicer's System (Or Payments Due, But Not Remitted).. \$ _____ -\$ _____
 - C. Miscellaneous Reductions (Reversal of Payment(s) or Curtailment(s); Decrease to Final Payment -\$ _____
 - D. Level Payments Billed, But Not Collected for Payment or Foreclosure -\$ _____
4. Servicing Fee Earned (Include Service Fee Earned on Payoffs) -\$ _____
5. Total Remittance Due DHCD, EXCLUSIVE OF FORECLOSURES (Sum of 1-4) ... =\$ _____
6. REMITTANCES TO TRUSTEE (DO NOT ATTEMPT TO REMIT NEGATIVE TOTALS)

Interim Remittances		Final Remittance		Payoff Remittances	
Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(For Additional Space Use Attached Page)

7. Total Remittances This Month =\$ _____
8. Principal Payments Collected (Including Payoffs) +\$ _____
9. Interest Payments Collected (Including Payoffs) +\$ _____
10. Servicing Fee Earned (Including Payoffs) - \$ _____
11. Prior Month's Overage (Only if included on your Billing Statement) - \$ _____
12. Prior Month's Shortage (Only if included on your Billing Statement) +\$ _____
13. TOTAL (Lines 8 through 12) =\$ _____
14. Overage/Shortage This Month (If #5, 7 & 13 Are Not Equal, Enter Difference Here) +\$ _____
15. Other Remittance (Not Due Per Report) \$ _____

Prepared By _____

Phone # _____

6. (Continued from previous page) REMITTANCES TO TRUSTEE (DO NOT ATTEMPT TO REMIT
NEGATIVE TOTALS)

[illegible]**Form MMP02**

Maryland Community Development Administration
Principal Reconciliation

Servicer _____ Servicer # _____ Series # _____
 Month Ending _____

	<u>LOAN NUMBER</u>	<u>LOAN COUNT</u>	<u>PRINCIPAL BALANCE</u>	<u>LEVEL</u>
<u>PAYMENTS</u>				
1. Total per DHCD LEVEL PAYMENT BILLING TRIAL Submitted to Servicer <u>with the Level Payment</u> <u>Billing Statement</u>	_____	_____	\$ _____	_____
2. LESS Total # of Loans Paid- In-Full and Total Level Payment of Loans Paid-In-Full This Cycle (Attach Forms MMP06 to Document)	_____	_____	(Include Prin Bal on Line 5)	_____
3. LESS Loans Foreclosed this cycle	_____	_____	\$ _____	_____
4. LESS Loans Purchased by DHCD, But Not Set-Up on Servicer's System	_____	_____	\$ _____	\$ _____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
5. LESS PRINCIPAL PAYMENTS Received, <u>MUST</u> agree with #8, of Form MMP02 (Include Payoff Principal Collected)	_____	_____	\$ _____	_____
6. OTHER DIFFERENCES (EXPLAIN)	_____	_____	_____	_____
7. Totals Per Servicer's Trial Balance (Attach MMP08 or Printout to Document) *	_____	_____	\$ _____	\$-

* NOTE: LINE #7 MUST AGREE WITH THE SERVICERS'S TRIAL BALANCE REPORT. ANY
 REMAINING DIFFERENCE **MUST** BE LISTED ON LINE #6 OF THIS FORM, WITH AN EXPLANATION.

Maryland Community Development Administration

Servicer _____ Series # _____
Month Ending _____

PREPAID INSTALLMENTS RECEIVED THIS MONTH

DHCD Loan Number	Mortgagor's Name	Transaction Date	Paid To Date	Amount Paid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 2A of MMP02			TOTAL	\$-----

CURTAILMENTS

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 2B of MMP02			TOTAL	\$-----

MISCELLANEOUS ADDITIONS TO AMOUNT DUE

1= N/A 2= N/A
3= Amount Received, Greater Than Monthly Installment on a Maturing Mortgage

NOTE: DO NOT use this Section or line #2C of the Form MMP02 for ANY type of activity that is not listed above!

DHCD Loan Number	Mortgagor's Name	Amount Paid	Code Number (from above)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Enter Total on Line # 2C of MMP02	TOTAL	\$-----	

Maryland Community Development Administration

Servicer _____ Series # _____
 Month Ending _____

DELINQUENCIES ON LOANS REPORTED BY SERVICER

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Paid-to Date</u>	<u># of Months</u>	<u>* Amount Delinquent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 3A of Form MMP02			TOTAL	\$-----

DELINQUENCIES

(Payments Due, But Not Remitted on Loans Purchased: Due to Loans Not Set-up on Servicer's System)

<u>DHCD Loan Number</u>	<u>Mortgagor's Name</u>	<u>Paid-to Date</u>	<u># of Months</u>	<u>* Amount Delinquent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Enter Total on Line # 3B of Form MMP02			TOTAL	\$=====

* Must be divisible by the monthly level payment.

Maryland Community Development Administration

SERVICER _____ SERIES # _____
Month Ending _____

MISCELLANEOUS REDUCTIONS FROM AMOUNT DUE

Code

- (1) Reversal of curtailment(s) applied in a prior reporting cycle. Each curtailment reversal must be listed as a separate transaction. (*)
- (2) Amount received less than monthly payment on a maturing mortgage.
- (3) Reversal of payment(s) applied in a prior reporting cycle.

NOTE: DO NOT use this section or line # 3C of the MMP02 for any type of activity that is not listed above.

DHCD Loan Number	Code # (From Above)	Amount Reversed	# Of Payments	Transaction Date	(*)Desired Paid-To-Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Enter Total on Line # 3C of MMP02 TOTAL \$-----

LOANS REMOVED THIS CYCLE

DHCD Loan Number	Monthly Level Pmt	Payments Not Collected	P-T-D At Payoff	-Collected Per Payoff- Principal + Interest	Total Principal + Interest	* Y Or N
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Enter on Line #3D ofMMP02 \$=====

Enter Total on line #2D of Forms MMP02 \$=====

TOTAL Level Pmt \$===== TOTAL # of Loans Removed =====

Enter Total Monthly Level Payments and Total Number of Loans Removed on Line #2 of Form MMP03.

(*) The Desired Paid-To-Date will be the Paid-To-DATE of the payment that the curtailment was originally applied after. If multiple reversals are required to an individual loan, please attach a loan history.

* Is This a Foreclosure, Y=Yes, N=No (Y/N)

Maryland Community Development Administration
COLLECTION REPORT

SERVICER _____ SERIES # _____

Month Ending _____

Servicer's Loan Number	DHCD Loan Number	Transaction Date	Paid-To- Date	Principal Payment	Interest Payment	Service Fee

TOTAL PRINCIPAL PAYMENT----- \$=====

Enter Total on #8 of MMP02 (Include payoffs)

TOTAL INTEREST PAYMENT----- \$=====

Enter Total on #9 of MMP02 (Include payoffs)

TOTAL SERVICING FEE EARNED----- \$=====

Enter Total on lines #4 and #10 of MMP02 (Include payoffs)

MMP07-Revised 08/2002

Maryland Community Development Administration
TRIAL BALANCE

SERVICER _____ SERIES # _____

Month Ending _____

Servicer's Loan Number	DHCD Loan Number	Paid-To- Date	Principal Balance	Monthly Constant	Escrow Balance
TOTALS					

Total Loan Count _____

All Totals, **Except Escrow Balance, Must** be entered on line #7 of the Form MMP03. If sum of Form MMP03 Does Not equal these figures, you must list the difference on line #6 of Form MMP03, with explanation.

Maryland Department of Housing and Community Development

Servicer:

Series:

FOR SERVICER/CDA USE ONLY
DO NOT SEND TO ALLFIRST

Month Ending:

Recap of Daily Remittances

[illegible]**Total Cash on Tape:****Total Adjustments:****Total Cash Remittances:**

CDA Finance
Community Development Administration
100 Community Place, Crownsville, MD 21032
410-514-7435

LOAN PAID-IN-FULL STATEMENT

SERVICER: _____ SERVICER # _____

ADDRESS: _____ SERIES # _____

DATE SERVICER RECEIVED PAY-OFF _____ INTEREST RATE _____

DATE REMITTED TO TRUSTEE _____ SERVICE FEE RATE _____

DHCD LOAN NUMBER _____ SERVICE LOAN # _____

MHF INSURANCE CERTIFICATE NUMBER _____

MORTGAGOR NAME _____

PROPERTY ADDRESS _____

Paid-To-Date Before Payoff _____

Principal Balance Before Payoff _____ \$ _____

Interest Collected: From _____ To _____ +\$ _____

Sub-Total = \$ _____

Service Fee Earned _____ -\$ _____

TOTAL REMITTANCE TO TRUSTEE = _____

Signature _____

Servicer is required to mail check and this form to:

M & T Bank
25 S. Charles Street
Mail Code 101-591
Baltimore, MD 21201

Or wire funds with wire directives (series application) to:

M & T Bank
ABA: 022-000-46
Account #01950200
F/F/C Trust Division/CC880

A SIGNED COPY OF THIS FORM AND A COPY OF THE CHECK, AND/OR COPY OF THE WIRE TRANSMITTAL ARE TO BE MAILED TO: MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, CDA FINANCE, ROOM 4.431, 100 COMMUNITY PLACE, CROWNSVILLE, MD 21032.

STATE OF MARYLAND – DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

**SOLDIERS AND SAILORS CIVIL RELIEF ACT
Notice of Interest Rate Change**

To: _____

Part I

From: _____

Part II

: **SOLDIERS AND SAILORS CIVIL RELIEF ACT**

Part I Place in Active Duty

WARNING: Information entered CAN NOT be deleted or changed !

Account # _____

Account Name _____

Servicer Name and Number _____

Active Duty Date _____/_____/_____

Original Loan Amount _____

Beginning Period _____/_____

Original Term _____

Anticipated Discharge Date _____/_____/_____

Current Principal _____

SSCRA Amortization Option :

Remaining Term _____

A - Straight 6% Amortization _____

SSCRA Interest Rate _____

B - Principal at Note Rate, _____
Interest at 6%

SSCRA Level Payment _____

Part II Discharge from Active Duty

WARNING: Information entered CAN NOT be deleted or changed !

Account # _____

Account Name _____

Servicer Name and Number _____

Active Duty Date _____/_____/_____

Original Loan Amount _____

Beginning Period _____/_____

Original Term _____

Anticipated Discharge Date _____/_____/_____

Current Principal _____

SSCRA Amortization Option :

Remaining Term _____

A - Straight 6% Amortization _____

SSCRA Interest Rate _____

B - Principal at Note Rate, _____
Interest at 6%

Note Interest Rate _____

Discharge Date _____/_____/_____

Level Payment _____

Last Bill at SSCRA Rate _____/_____

FORM MMP11 – Single Family Servicer Exceptions Record Layout (Excel document – is a separate attachment to the e-mail accompanying this document)

FORM B12 – standard reports for DHCD Finance

Report #	Report Name
Daily Reports:	
D1	Daily Loan Collections Report
Monthly Reports:	
M1	Monthly Loan Collections Summary Report
M2	Unidentified Collection Aging Analysis Report
M3	Accrued Interest Report
M4	Principal Activity Report – All Loans
M5	Principal Activity Report – Permanent Loans
M6	Principal Activity Report – Loans in Construction
M7	Principal Activity Report – New Loans
M8	Escrow Analysis Summary Report
M9	Delinquent Accounts Summary Report
M10	Delinquent Accounts Detail Report

Appendix C

Form C1 – Servicer Introductory Letter

Form C2 – DHCD Loss Mitigation Letter

Form C3 – Default Notice

Form C4 – Acceleration Letter

Form C5 – Statement of Mortgage Debt

Form C6 – Delinquency Status and Recommendation Form

Form C7 – Request for Original Documents After Payoff

Form C8 – Loan Assumption Transmittal Checklist

Form C9 – Closing Instructions Letter for Assumption

Form C10 – Annual Notice of Homeowner's Protection Act of 1998

Form C10A- MHF Annual Notice of Homeowner's Protection Act of 1998

Form C11- Report of Hazard Insurance Loss

DHCD FORM C-1

NEW ACCOUNT LETTER

DATE

Dear

We welcome you to _____ as new mortgage customer and look forward to servicing your mortgage needs. As a new mortgage customer, we need to confirm the information supplied to us from settlement (or the previous servicer) so that our records will be correct. We also would like to confirm the basic terms of the mortgage. If your address or phone number has changed, please return a copy of this letter in the postage paid envelope with the most current information. Please make any corrections at the side of the information lines. Thank you!

Corrections?

Name

Address

Home telephone #

Daytime telephone #

Please tell us of any special conditions concerning you by telephone.

All mortgage payments are due on the **first day** of each month. Your first monthly payment is due on the **first day** of _____. You will receive a bill for the payment in a few days. Please call us immediately if a bill is not received before the due date. A late charge is assessed if the payment is received more than fifteen (15) days past the due date. Please make all payments promptly on the **first day** of each month to avoid the possibility of a late penalty.

If you have any questions concerning your mortgage, please do not hesitate to call us at

Sincerely,

Servicer Representative Name
Servicer Company Name

DHCD FORM C-2

NOTICE OF MORTGAGE LOAN DEFAULT

Date:

Re:

Dear Mortgagor(s):

Your mortgage is now in default. This is a serious situation! You need to act immediately to resolve this matter. Remember, we are here to help you maintain your mortgage payments and remain in your home.

The total amount due, good until _____ is \$_____

If you cannot reinstate your loan in full at this time, please contact our office immediately.

Please call us at _____. Our office is open from _____ to _____ daily. You may also write us if you cannot at this time, please address your letter to : _____.

Please include your home and work numbers in your letter. Please also include the time we can reach you.

Remember, your home is your most important asset. Please allow us to help you protect that asset by contacting us immediately. We will make every effort to assist you in reinstating your loan if you will contact us.

Please contact us today.

Sincerely

Servicer Representative Name

Servicer Company Name

DHCD FORM C3 – DHCD Loss Mitigation Letter

TEXT FOR 60 DAYS LOSS MITIGATION LETTER TO BE SENT TO MORTGAGOR WITHIN 5 BUSINESS DAYS AFTER THE 60TH DAY OF DELINQUENCY

Re:

Dear:

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION RECEIVED CAN AND WILL BE USED FOR THAT PURPOSE.

You obtained a mortgage loan from the (INSERT IF MMP LOAN: Community Development Administration (CDA) of the) Maryland Department of Housing and Community Development. Your loan payments are seriously delinquent.

IF YOU HAVE ALREADY REINSTATED YOUR ACCOUNT OR MADE A PAYMENT ARRANGEMENT, PLEASE DISREGARD THIS NOTICE AND THANK YOU.

If the loan is not brought current, legal action will be initiated. Under the terms of your loan, legal action can begin at any time now that you have failed to make payments. If legal action is started, you will also be responsible for the attorney fees and foreclosure costs which usually add up to several thousands of dollars.

Foreclosure proceedings will result in your home being sold at public auction and your family being forced to vacate the premises. If the property does not sell for an amount sufficient to pay back the loan, a personal judgment may be entered against you, which can result in a lien against other assets such as paychecks, bank accounts, cars, etc. This delinquency will be noted on your credit records and will affect your ability to obtain future loans. Your home cannot be sold by you unless the entire amount of this debt is paid.

If you would like to save your home but cannot bring the loan current, we strongly suggest you seek professional housing counseling. A list of HUD-approved housing counseling agencies is enclosed.

If you are unable to bring your loan current, it may be possible to delay or even alleviate the need for foreclosure legal action if you choose and are eligible for one of the following alternatives:

1. **Repayment plan** – As your loan servicer, we may be able to make arrangements with you to collect regular monthly payments and a portion of the back amount owed. If your circumstances warrant a more lenient plan, a more lengthy term for repayment of the back amount
- Attachment to DHCD SF Loss Mitigation Guidelines
60 Day Loss Mitigation Letter Text
Page two of two

owed may be considered. **Special consideration will be given for a repayment plan if you are agree to work with a professional housing Counselor.**

2. **Refinance and pay off your loan in full** – You may be able to refinance your current loan with another lending institution.
3. **Sell your home and pay off your loan in full** – It may be possible to delay legal action if you list your home for sale with a realtor. We can also negotiate accepting partial payments on the delinquency if additional time is needed to sell the home.
4. **Request approval for a “short Payoff”** – If you are unable to sell your home for the full amount of the mortgage debt because there is little equity in your home, it may be possible that a payoff for less than the full amount owed would be accepted.
5. **Request a Deed in Lieu of Foreclosure** - If you choose this option and meet the requirements, foreclosure legal action will not be initiated; and a personal judgment will not be entered against you for any loss incurred on the loan.

Please contact _____, immediately at _____, If we do not hear from you by _____, we will have to assume that you do not intend to pursue any of the loss mitigation options offered above or otherwise meet the financial obligations of your mortgage loan. **Legal proceedings may then begin at any time without further notice to you.**

Sincerely,

Servicer Representative Name
Servicer Company Name

Enclosure: HUD Housing Counseling Agency List

DHCD FORM C-4

ACCELERATION LETTER

Date:

Re:

Dear Mortgagor(s)

Pursuant to the Security Instrument you executed to secure the purchase loan for the above-referenced property, notice is hereby given as follows:

You are in default under the terms of your agreement for failure to make payments as required.

You must now make all payments required to bring your account current and cure the default.

You must bring the account current no later than _____ by remitting payment of \$_____.

Failure to comply with this notice may result in maturity of your loan being accelerated and a PUBLIC AUCTION SALE OF YOUR PROPERTY may occur.

You are further advised that you have the right to reinstate your loan now and after acceleration and you have the right to assert the non-existence of a default in a foreclosure proceeding.

If the default has not been cured by the date set forth above, demand is made for the immediate payment in full of the entire indebtedness of \$_____. No additional demand will be made and foreclosure will be commenced without further notice. If you have a preferred interest loan, that preferred interest will be rescinded as of the above date and you will be obligated for the interest shown in the loan documents. You will be further obligated for all expenses we incur in this matter.

You may contact us at _____ should you have any questions concerning this matter.

Sincerely

Servicer Representative Name
Servicer Company Name

DHCD FORM C- 5

STATEMENT OF MORTGAGE DEBT

Servicer:_____ Servicer #_____

Mortgagor(s):_____

Property Address:_____

ORIGINAL AMOUNT OF INDEBTEDNESS \$

PAID ON PRINCIPAL _____

PRINCIPAL BALANCE \$

INTEREST@ PER DIEM \$
FROM THRU

DELINQUENT CHARGES \$ PER MONTH \$

SUSPENSE ACCOUNT \$

ESCROW ACCOUNT-BALANCE/(OVERDRAFT) \$ _____

TOTAL MORTGAGE DEBT \$ _____

FORM C6 - Delinquent Status and Recommendation Form (Revised 11/01/01)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD)
DELINQUENCY STATUS AND RECOMMENDATION

ACTION (Circle One): FORECLOSURE DEED IN LIEU BANKRUPTCY LSM SHORT SALE
HOLD/FORBEARANCE HOLD/REFINANCE LOAN MODIFICATION OTHER
(list) _____

Borrower: _____ Soc. Sec. No.: _____
Borrower: _____ Soc. Sec. No.: _____
Property: _____ Mailing _____
Address: _____ Address: _____

Borrower Home Phone # _____ Borrower Work # _____
DHCD/CDA Loan Number: _____
Servicer: _____ Servicer #: _____

Loan Type: (Circle One): CDA/BOND DHCD/STATE FUNDED
Prim Insurer: FHA VA RHS MHF PMI/other Ins. No.: _____
Pool Insurer: MHF GE/VEREX MGIC None Ins. No. _____

Original Loan Amt.: \$ _____ Closing Date: _____ 1st Legal Deadline: _____
Principal Balance: \$ _____ Paid to Date: _____
Mortgage Pymt: \$ _____ Interest Rate: % Late Charge: \$ _____/mo.
Escrow Balance: \$ _____ (+ -) Suspense Balance: \$ _____
Ground Rent: _____/mo. Last Paid: _____ Taxes \$ _____/yr. Tax Year _____
Ground Rent Holder Name: _____
Address: _____

Cause of Default: _____
Housing Counseling Recommended: Yes No If No, why not: _____
Loss Mitigation options discussed with borrower (Yes or No): Forbearance _____
Short Sale _____ Refinance _____ Deed In Lieu _____ Loan Mod _____
Borrower made offer to cure/payment proposal? Yes (attach copy) _____ No _____
Date loss mitigation letters sent: _____
Date Acceleration Letter Sent: _____ Borrower response: _____

Property Inspection Date: _____ Prop. Value: \$ _____
Property Vacant/Abandoned? _____ If Vacant, secured? _____ Boarded? _____
For Sale? _____ Realtor Name/Phone: _____

Bankruptcy Case # _____ Chapter # _____
Post-Petition Payments due date(s) _____ Monthly post-petition due \$ _____
Total post-petition due \$ _____

Servicer Evaluation of Account and Borrower's Reason for Default (attach additional sheets if needed):

Servicer Contact Person: _____ Phone: _____
Address: _____ Fax: _____
Email: _____

-----BELOW FOR DHCD USE ONLY-----
Recommendation Approved By: _____ Date: _____
SFC Asset Management Officer

Case Assigned to (Circle One): Curran & O'Sullivan Shulman/Rogers/Gandal Huesman/Jones/Miles

Date Assigned: _____

Form C7 – Request for original documents after payoff

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING CREDIT ASSURANCE
SINGLE FAMILY COLLECTIONS
100 COMMUNITY PLACE, ROOM 4.510
CROWNSVILLE, MARYLAND 21032-2023**

Re: Request for Release of Original Documents on Paid Off Loans

LOAN IDENTIFICATION

Servicer Loan Number: _____

Borrower/s Name: _____

Servicer Name: _____

Property Street Address: _____

Servicer Address Documents are to
Be sent: _____

Zip Code: _____

CDA 11 Digit Loan Number: _____

Attn: _____

Loan Date: _____

CDA Payoff Date: _____

Original Loan Amount: 1st Mtg. _____

Original Loan Amount 2nd Mtg. _____

Requested By: _____

(Authorized Signature)
rec'd 30 days from the request

Telephone Number: _____

**Special Instructions
For servicer:**

1. Forward this request within five (5) Days after receipt of settlement funds.
2. Documents may not be directly Requested from the Trustee.
3. If documents have not been date, please call (410) 514-7582 payoff release department.

.....

Notes:

FORM C8 – Loan assumption Transmittal Checklist**DCA/CDA INTERNAL
TRANSMITTAL CHECKLIST AND APPROVAL FORM
LOAN ASSUMPTIONS/RELEASES/ADDITIONS**

Submission Date _____

Lender _____	Interest Rate _____
Mortgagor(s) _____	Outstanding Mortgage Amount _____
_____	Principal & Interest Payment _____
_____	Taxes _____
Property Address _____	Hazard Insurance _____ MIP _____
_____	Ground Rent _____
_____	Condo/HOA _____
_____	Other _____
County _____	Gross Annual Income _____
Previous Mortgagor(s) _____	Borrower #1 _____
_____	Borrower #2 _____
_____	Borrower #3 _____
_____	Total _____
Loan Type _____ Conv. _____ FHA _____ VA _____	Settlement Expense Loan _____ Yes _____ No _____
	If yes, paid off? _____ Yes _____ No _____

Primary Insurer _____
CDA Loan # _____

- | | |
|--|---|
| 1. Buyer's Affidavit (Original)
____ Signed, Dated
____ Address Correct
____ Names of Title Holders
____ Acquisition Completed
____ Household Income Completed | 4. Letter from previous mortgagor requesting
release from liability (if applicable) |
| 2. _____ Seller's Affidavit (Original)
____ Name/Signed/Dated | 5. Credit package when Maryland Housing Fund
(MHF) is primary insurer |
| 3. Compliance Package
____ Income certification worksheet
____ Tax returns (3 years)
____ Income documentation
____ Residential loan application (1003)
____ Assumption agreement/Contract
____ Recapture Tax Notice (for new borrower other than spouse of original borrower) | 6. Package when MHF pool insurance only:
____ Credit Package
____ PMI's approval of the assumption
____ FHA Approval from (2210)
____ VA Approval of assumption
____ release of liability approval
by primary insurer (if applicable) |

DHCD USE ONLY

HOMEOWNERSHIP PROGRAM (HP) ELIGIBILITY COMPLIANCE APPROVAL:

BY _____ DATE _____

RELEASE FROM LIABILITY OF PREVIOUS MORTGAGOR APPROVED BY:

HP _____ YES _____ NO _____

MHF _____ YES _____ NO _____

APPROVED FOR ASSUMPTION BY MHF FOR _____ PRIMARY INSURANCE
_____ POOL INSURANCE

BY _____ DATE _____

APPROVAL LETTER SENT _____

DHCD FORM C9 – Closing Instruction Letter for MMP Assumptions**Assumption Instruction Letter for MMP Loans**

ASSUMPTION INSTRUCTIONS

Below is a list of items needed for Assumptions before and after closing.

New borrower applications for transfer of ownership to entirely new borrowers must meet the current CDA bond program requirements and mortgage insurer underwriting standards. The complete package with Appendix C, Form #C8 as a cover checklist should be sent to DCA first. If FHA or VA insured, the servicer must provide evidence of their approval with the package. If MHF insured, we will forward the package to MHF for their approval after obtaining approval from Single Family Programs. DCA will inform the servicer of their decision and will provide documents for the title company/settlement officer.

CDA charges a \$50.00 Non-Refundable processing fee but we permit the servicer to charge whatever FHA would allow.

DOCUMENTS

1. Current MD Lender's Manual for the Maryland Mortgage Program (MMP).
2. MMP Servicing Manual (MMP SM) (Section ZR)
3. Loan Assumption Checklist - Appendix C, Form #C8
4. Completed Buyers Affidavit **
5. Completed Sellers Affidavit **
6. Income Eligibility Procedures Attachment D
7. Completed Uniform Residential Loan Application
8. MMP Highlight Sheet (current edition) *
*on our website at www.dhcd.state.md.us under "Homeownership Opportunities"

Note Appendix C includes, credit reports, VOE's, paystubs, W-2's, VOD's, Bank Statements and other income.

AFTER APPROVAL

1. Approval Letter
2. Closing instructions letter Appendix C, Form #15
3. Addendum to Deed Appendix C, Form #14
4. Buyer's Confirming Affidavit
5. Seller's Confirming Affidavit
6. As applicable with standard Notes, Deeds of Trust, and Condominium Riders for FHA, VA, or USDA/RD (RHS):
 - a. Tax-exempt Financing Rider for FHA, VA, USDA/RD (RHS) loans **
 - b. Supplemental Buyer's Affidavit **
 - c. Notice to Buyers **
7. Notice to Borrower With Info. for Calculating Potential Recapture Tax * *

**Electronic copies are available online at DHCD's website: dhcd.state.md.us under Buying a home, CDA Maryland Mortgage Program, Program Loan Documents

DHCD FORM C10 (For loans insured by MHF or private mortgage insurers)

_____, _____ [insert date]

_____ [insert name of mortgagor]
_____ [insert address of mortgagor]

Re: Loan No. _____

Dear Mortgagor [or, insert name of mortgagor]:

The Community Development Administration ("CDA"), an agency within the Department of Housing and Community Development of the State of Maryland (the "Department"), your mortgagee, has a mortgage insurance ("MI") policy insuring it against the risk of nonpayment of, or default on, your mortgage. Although CDA is not required by law to do so, CDA may, in its sole discretion, permit the MI on your mortgage to be cancelled if the unpaid principal balance of your mortgage is less than 75% of the original principal balance of your mortgage.

If your mortgage so qualifies for MI cancellation and you would like to request that the MI on your mortgage be cancelled, you must submit a written request to your loan servicer at _____
_____ [insert name and address of loan servicer].

This disclosure is being provided to you in compliance with the Homeowners Protection Act of 1998. If you have any questions regarding the cancellation of the MI on your mortgage, you may contact your loan servicer in writing at the address provided above or by telephone at (____)____-____ [insert telephone number of loan servicer]. If you are unable to reach your loan servicer, you may contact the Department's Division of Credit Assurance, Single Family Operations, Compliance Section at 100 Community Place, Crownsville, Maryland 21032, telephone number (410) 514-7317.

The Department thanks you for participating in its housing programs.

[Insert Name of Servicer]

By: _____
Name: _____
Title: _____

**Notice of Automatic Cancellation and Right to Cancel
Private Mortgage Insurance
Under The Homeowners Protection Act**

Background. On July 29, 1998, Congress enacted the Homeowners Protection Act (HPA) to require lenders to cancel mandatory private mortgage insurance (PMI) on residential mortgage loans under certain circumstances. The Act's provisions took effect July 29, 1999 and apply to loans closed on or after that date. Since your residential mortgage loan, which is owned by the Community Development Administration, was made after July 29, 1999 and is insured with PMI, the HPA provides you with the following rights:

(1) You have a right to cancel the PMI when the principal balance of your loan reaches 80% of the original value of the property securing your loan.

Your right to cancel may be exercised on either of the following cancellation dates:

- The date on which the principal balance of the mortgage, based solely on the amortization schedule for the mortgage loan and irrespective of the outstanding balance on that date, is first scheduled to reach 80% of the original value of the property securing the loan; or
- The date on which the principal balance of the mortgage, based solely on actual payments, reaches 80% of the original value of the property securing the loan.

To exercise this right to cancel you must satisfy the following requirements:

- You must submit a written request for cancellation to the servicer of the loan.
- You must have a "good payment history" on the mortgage loan. This means that you have not made any mortgage payment 60 days or more past due during the 24-month period preceding the cancellation date. In addition, it means that you have not made any mortgage payments 30 days or more past due during the 12-month period preceding the cancellation date.
- You must satisfy any requirement of the holder of the mortgage, as of the date of the written cancellation request, for: (a) evidence that the value of the property has not declined below the original value of the property; and (b) certification that the equity of the mortgagor in the residence securing the mortgage is not encumbered by a subordinate lien.

(2) The PMI for your loan will automatically terminate when the principal balance of your loan reaches 78% of the original value of the property securing the loan.

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI will automatically terminate when you become current on the payments required by the terms of the loan.

(3) An automatic termination when the loan reaches the scheduled midpoint of the amortization period.

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI requirement will automatically terminate when you become current on the payments required by the terms of the loan.

If you have any questions or would like additional information on the cancellation of PMI, please contact: Servicer contact info.

The Community Development Administration's Policy on Cancellation

In addition to termination and cancellation rights available to the you under the HPA described above, CDA will permit you to request cancellation of private mortgage insurance or insurance through the Maryland Housing Fund if your loan was made after January 1, 2005, provided that:

- (1) Your loan balance is 75% or less of the current value of your home as established by a new appraisal acceptable to CDA;
- (2) None of your payments were 30 days or more past due within the 12-month period before the mortgage insurance will be cancelled;
- (3) None of your payments were 60 days or more past due during the 24-month period before the mortgage insurance will be cancelled; and
- (4) Your loan is between two and five years old. If your loan is more than five years old, the loan balance may be 80% (instead of 75%) or less of the current value of the home as established by a new appraisal acceptable to DHCD; conditions (2) and (3) also apply.

To request a cancellation or if you would like additional information, please contact _____. Please be advised that if you request a cancellation that _____ Servicer will order the appraisal and you will be responsible to pay the costs of the appraisal.

**Notice of Automatic Cancellation and Right to Cancel
Maryland Housing Fund Mortgage Insurance
Under The Homeowners Protection Act**

Background. On July 29, 1998, Congress enacted the Homeowners Protection Act (HPA) to require lenders to cancel mandatory private mortgage insurance (PMI) on residential mortgage loans under certain circumstances. The Act's provisions took effect July 29, 1999 and apply to loans closed on or after that date. Since your residential mortgage loan, which is owned by the Community Development Administration, was made after July 29, 1999 and is insured with PMI, the HPA provides you with the legal rights described in paragraphs (1) to (3) below.

The PMI on your loan was issued by the Maryland Housing Fund (MHF). The special features of the MHF insurance are: (1) you were required to pay a one-time upfront premium equivalent to 5 years of annual premiums at the closing of your loan; (2) you were not required to pay any additional premiums and you do not owe any additional premiums; and, (3) the PMI insurance provided by MHF is for the full term of the loan.

Legal Rights to Cancel or Terminate Private Mortgage Insurance

(1) You have a right to cancel the PMI when the principal balance of your loan reaches 80% of the original value of the property securing your loan.

Your right to cancel may be exercised on either of the following cancellation dates:

- The date on which the principal balance of the mortgage, based solely on the amortization schedule for the mortgage loan and irrespective of the outstanding balance on that date, is first scheduled to reach 80% of the original value of the property securing the loan; or
- The date on which the principal balance of the mortgage, based solely on actual payments, reaches 80% of the original value of the property securing the loan.

To exercise this right to cancel you must satisfy the following requirements:

- You must submit a written request for cancellation to the servicer of the loan.
- You must have a "good payment history" on the mortgage loan. This means that you have not made any mortgage payment 60 days or more past due during the 24-month period preceding the cancellation date. In addition, it means that you have not made any mortgage payments 30 days or more past due during the 12-month period preceding the cancellation date.
- You must satisfy any requirement of the holder of the mortgage, as of the date of the written cancellation request, for: (a) evidence that the value of the property has not declined below the original value of the property; and (b) certification that the equity of the mortgagor in the residence securing the mortgage is not encumbered by a subordinate lien.

(2) The PMI for your loan will automatically terminate when the principal balance of your loan reaches 78% of the original value of the property securing the loan.

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI will automatically terminate when you become current on the payments required by the terms of the loan.

(3) An automatic termination when the loan reaches the scheduled midpoint of the amortization period.

- On that date you must be current on the payments required by the terms of the loan. If you are not current on that date, then the PMI requirement will automatically terminate when you become current on the payments required by the terms of the loan.

Please be advised that you were required to pay a one-time upfront PMI premium at closing equivalent to five (5) years worth of annual premiums. The majority, if not all, of your cancellation and termination rights described above will likely occur beyond the five year period following closing.

Right to a Refund

During the first five years from the closing of your loan, you will be entitled to a refund of the unearned PMI premium if one of the following scenarios takes place:

- The PMI on your loan is cancelled or terminated within the first five years from the closing of your loan under the conditions described in paragraphs (1) to (3) above; or
- You refinance your loan or sell your home.

Please see the attached refund schedule for details on the amount of refund you may be entitled to if your PMI is cancelled or terminated within the first five years of your loan. If you have any questions or would like additional information on the cancellation of PMI, please contact: **Servicer contact info.**

The Community Development Administration's Policy on Cancellation

In addition to termination and cancellation rights available to the you under the HPA described above, CDA will permit you to request cancellation of private mortgage insurance or insurance through the Maryland Housing Fund if you loan was made after January 1, 2005, provided that:

- (1) Your loan balance is 75% or less of the current value of your home as established by a new appraisal acceptable to CDA;
- (2) None of your payments were 30 days or more past due within the 12-month period before the mortgage insurance will be cancelled;
- (3) None of your payments were 60 days or more past due during the 24-month period before the mortgage insurance will be cancelled; and
- (4) Your loan is between two and five years old. If your loan is more than five years old, the loan balance may be 80% (instead of 75%) or less of the current value of the home as established by a new appraisal acceptable to DHCD; conditions (2) and (3) also apply.

To request a cancellation or if you would like additional information, please contact _____. Please be advised that if you request a cancellation that _____ Servicer will order the appraisal and you will be responsible to pay the costs of the appraisal.

DHCD Report of Hazard Insurance Loss

CDA Loan Number:	Bogman Loan Number:	Date:
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Mortgagor's Name (s)	Property Address:
	Mailing Address:

Insurance loss drafts totaling \$ _____ have been received in connection with the settlement of an insured loss sustained by the property securing the above mortgage. (If available, a copy of the insurance company's breakdown of the settlement amount between real property and personal property (if any) is attached)

Date Loss Occurred:	Status of Mortgage
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LPI Date () – Current

Original Principal Bal	() – Delinquent ____ mos.
Current Principal Bal	() – Loss Mitigation/ Repayment Plan
Amount of Deductible	() – In Foreclosure

Loan Type: () Conv uninsured () Conv insured () FHA () VA () RFD () First Trust () Second Trust Property Type: () 1-4 Family () Multifamily () Other

<u>Servicer Comments:</u>	
() Mortgagor has advised of intent to repair and restore property. Recommend allowing 30 days for contractor to be identified and draw schedule to be prepared.	
() Mortgagor has failed to contact Bogman nor initiate repairs within 60 days of loss. CDA to advise Bogman of disposition of loss funds.	
Bogman Inc. 12301 Old Columbia Pike – Suite 200 Silver Spring, MD 20904	By: _____ Title: _____

<u>CDA Instructions:</u>	By: _____ Title: _____

